

(1) That lot beginning at a stake on the N.E. corner of Garlington and Calhoun Streets, in the Fifth Ward of said City, and running thence along said Garlington Street S. 73 degrees 45' E. seventy (70) and two (2) inches to corner of lot of John M. Steele; thence along Steele's line N. 16 degrees 15' E. one hundred and ninety-six (196) feet to a stake on a fifteen (15) foot alley; thence along said alley N. 73 degrees 45' W. seventy (70) feet and two (2) inches to a stake on the east side of Calhoun Street; thence along said Calhoun Street S. 16 degrees 15' W. one hundred and ninety six (196) feet to the beginning corner; this being all that said party of the second part now owns of lot No. Six (6) on a plat recorded in said office in Plat Book "A", at page 459; said lot having originally been eighty-one (81) feet and two (2) inches wide, but a strip of eleven (11) feet in width along the east side of said lot having been conveyed to John M. Steele by deed dated the 23rd, day of January A.D. 1912, and recorded in said office in Book No. 24 of Deeds, at page 365; thus leaving said lot of uniform width seventy (70) feet and two (2) inches as above described.

(2) That lot beginning at a stake on the northwest corner of Memminger and Garlington Streets, in the Fifth Ward of said City, and running thence along said Memminger Street N. 16 degrees 15' E. sixty-five (65) feet and four (4) inches to a stake on the West side of Memminger Street, on corner of Lot No. 11; thence with line of last mentioned lot N. 73 degrees 45' W. one hundred and sixty (160) feet to a stake on a ten (10) foot alley; thence along said alley S. 16 degrees 15' W. sixty-five (65) feet and four (4) inches to a stake on the north side of Garlington Street; thence along said Garlington Street S. 73 degrees 45' E. one hundred and sixty (160) feet to the beginning corner; this being lot No. twelve (12) on the plat above referred to; the two lots last above described being the same which were conveyed to said party of the second part by James T. Williams, by deed bearing date the 7th, day of March, A.D. 1912, and recorded in said office on the 9th, day of March, 1912 in Book No. 11 of deeds, at page 567.

(3) That lot situate in the Second Ward of the City of Greenville, on the east side of Brown Street between North and Elford Streets; Beginning at an iron pin on the East side of Brown Street and corner of lot of J.W. Goddard, and running thence with his line S. 62 degrees E. one hundred and fifty-six feet and three inches to an iron pin at Hodge's corner; thence turning an angle of eighty-four degrees and running thence with Hodge's line N. 22 degrees E, fifty-nine feet to an iron pin; thence N. 58 degrees W. one hundred and fifty-seven feet six inches to an iron pin on the east side of Brown Street, which is thirty-seven feet southwest of an iron pin at the corner of an alley; thence with Brown Street S., 21 degrees W. seventy feet to the beginning corner; this being the same lot of land conveyed to said party of the second part by William G. Serrine by deed bearing date Oct. 28th, 1912, and recorded in said office on November 1st, 1912, in Book 20 of Deeds, at page 62; it being understood, however, that said party of the second part, since the execution to him by the said William G. Serrine of the deed last above referred to, conveyed to the City of Greenville, one or more portions of said lot for the purpose of widening Brown Street in said City; the intention of these presents being that the portions of said lot so conveyed to the City shall not be sold or conveyed to the parties of the first part; but only the remainder of said lot now belonging to the said party of the second part; and in addition to conveying said three (3) lots, the party of the second part; ~~and in addition to conveying said three (3) lots, the party of the second part~~ hereby agrees, in consideration of the premises, to execute and deliver to Mrs. Alice E. Freeman, as Trustee a note for Nineteen Thousand Dollars (\$19,000.) payable in -

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four annual installments of Four Thousand Seven Hundred and Fifty Dollars (\$4,750.00) each, in one, two, three and four years after the date of said note, respectively, with interest from the date of said note at the rate of seven per cent. per annum, to be computed and paid annually, until paid in full; all interest not paid when due to bear interest at the rate as principal; and if at any time any portion of said principal or interest shall be past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, who may sue thereon and foreclose the mortgage given to secure the same, said note to provide for an attorneys fee of five per cent. of the amount due thereon, to be added to the amount due upon said note, and to be collectable as a part thereof, if any portion of the money due on said note be not paid when due, or if said note be placed in the hands of an attorney for collection, or if said debt or any part thereof, be collected by an attorney, or by legal proceedings of any kind; in order to secure the payment of said note, the party of the second part hereby agrees to execute and deliver to the said Alice E. Freeman, as Trustee, his purchase money mortgage to be a first lien upon the lot of land first hereinabove described.

And it is further agreed that the performance of this contract shall be subject to the approval of the title to said lots of land by the attorneys of the parties hereto; and that in the event that the title to any one or more lots of land shall not prove good and marketable, then this contract shall, at the option of the party or parties to whom such lot or lots of land should be conveyed under the provisions hereof become forthwith null and void.

It is understood and agreed between the parties of the first part that Mrs. Alice Nuessner is to receive in full and complete settlement for her interest in this sale, Lots No. 1 and No. 2 described herein, and that the said party of the second part shall make deed to said lots directly to the said Mrs. Alice Nuessner, and that the said lots are to be received by the said Mrs. Alice Nuessner in full and complete settlement and satisfaction for her entire interest and liability to the other parties of the first part in the lot to be deeded to the party of the second part. And it is further agreed that within a reasonable time after the approval of the titles by the Attorneys of the parties hereto, the lot of land first hereinabove described shall be conveyed to the party of the second part by a good fee simple deed with covenant of general warranty, freed and discharged of all liens and incumbrances whatsoever, and that the three lots last above described shall be conveyed to the parties as herein provided by a similar deed; that all taxes and street paving and side walk assessments shall be paid by the present owners of said lands before said conveyances are executed, and that all necessary dower renunciations, releases and other papers necessary to clear and perfect the titles to said lands shall be obtained before delivery of said deeds; also that the party of the second part will then, deliver the note and mortgage hereinabove referred to and that interest thereon shall begin to accrue on the date of such delivery.

And the said Lydia M. Schwartz, George W. Freeman, Alice L. Nuessner and Bonnie Kirchner, in consideration of the premises and for the purpose of facilitating the transaction of the various matters provided for hereunder, and in further consideration of the sum of One Dollar to each of them in hand paid at and before the sealing and delivery of these presents by the said Alice E. Freeman (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Alice E. Freeman all of -

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